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While it is the settled law of this State that, in case of a mortgage given to secure several notes falling due at different times, the proceeds of a foreclosure sale are to be applied to the payment of the notes in the order of their maturity, yet where, by the instruments, any default in payment renders the whole mortgage debt absolutely due at once, the several holders are entitled to have the proceeds of the foreclosure sale applied *pro rata* to the payment of their several notes secured by the mortgage. *Marine Bank v. International Bank*, 9 Wis. 57, distinguished. *Pierce v. Shaw*, S. C. Wis., 328.

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Validity of tax-deed, ab. S. C. Kan., 119.

Where the charter of the plaintiff corporation provided that for the purpose of constructing and operating its railroad, it should have all the powers and privileges and be subject to all the obligations, given to and imposed upon another railroad corporation in certain sections of the act of incorporation, and among the provisions of those sections was one exempting its property from taxation: *Held*, that such a provision did not operate as an exemption of the property of the plaintiff corporation from taxation. *Annapolis, etc. R. Co. v. Anne Arundel County*, U. S. S. C., 298.

Where the charter of a corporation grants it an immunity from taxation upon its property, such immunity is a personal privilege and not transferable, and will not pass to the purchaser at a judicial sale of its "property, franchises, privileges and immunities." *Wilson v. Gaines*, U. S. S. C., 296.

**TAX—TITLE.**

Under the Iowa statute. *Barrett v. Holmes*, U. S. S. C., 200.

**TELEGRAPH.**

"Contracts by Telegraph." C. G. Tiedeman, 365.

**THEATRE.**

Right of holder of reserved seat to sell the check or pass given him upon going out. Q. & A., 359.

"The Law of the Theatre." W. H. Whittaker, 393.

**TITLE.**

The deed of an, insane person conveys no title, ab. S. J. C. Mass., 259.

**TORTS.**

"Acts by Corporations Requiring Malice in Order to be Actionable." *Irish Law Times*, 247.

Liability of an express company in an action for false imprisonment, ab. S. C. Ind., 550.

Maliciously enticing away employee. C. T. 265.

"Malicious Prosecution. The Advice of Counsel as a Defense." *John D. Lawson*, 454.

No action will lie against a party for advising plaintiff to submit to sexual intercourse with a third party, ab. S. C. Mo., 215.

**TRADE MARK.**

Can not be acquired by user under a patent. C. T., 265.

**TRAVELER.**

"*Bona Fide Travelers*." *Irish Law Times* 320.

**TRUSTEE.**

- Compensation of, by contract with *cestui que trust*, ab. S. J. C. Mass., 166.
- Effect of a fraudulent release by, ab. U. S. S. C., 91.
- Not liable for loss consequent upon error of judgment, ab. S. J. C. Mass., 163.

**TRUSTS.**

- "Delegation of Discretionary Powers by a Trustee," Arthur Biddle, I, 265, and II, 290.
- "Implied Trusts," Fontaine T. Fox, Jr., 557.
- In lands which have been conveyed in fraud of creditors, ab. S. C. Mo., 405.
- "Joinder of Co-Trustees in Receipt of Money," James A. Seddo, 484.
- Where there is a trust in personal property, the assignees in bankruptcy of the trustee takes subject to the trust, ab. S. J. C. Mass., 139.

See Will.

**TURNPIKES.**

- Can not, in an action for trespass in taking materials for a highway, off-set the benefit of the highway to plaintiff's land, ab. S. C. Ind., 117.

**ULTRA VIRES.**

- Invalid bonds issued by municipality. City of Louisiana v. Wood, U. S. S. C., 13.
- "The Doctrine of Ultra Vires; Under what Circumstances, and in whose Favor it is Applicable," J. C. Harper, 386.
- The incapacity of a corporation can not be urged as a defense by the makers of a note due to it, ab. S. C. Ind., 141.

**UNITED STATES MAIL.**

- Construction of contract for carrying, ab. U. S. S. C., 354.

**UNITED STATES MARSHAL.**

- Powers in bankruptcy under a warrant of seizure, ab. U. S. S. C., 404.

**UNITED STATES SUPREME COURT.**

- The ceremony of opening, note, 192.

**USURY.**

- Limitation of action to recover usurious interest, ab. U. S. S. C., 452.
- Right of debtor to have excess of interest over six per cent. credited upon his balance due, ab. S. C. Ill., 258.
- Where a National bank makes a usurious loan, the usury in the original contract taints the renewals. Moniteau Nat. Bk. v. Miller, S. C. Mo., 450.

**VENDOR'S LIEN.**

- Assignment of the litigious right, ab. U. S. S. C., 403.
- Taking notes for purchase money not deemed a waiver of the vendor's lien, ab. S. C. Ind., 141.
- Where a vendor, who has conveyed an absolute estate in the land to his vendee, procures a judgment at law upon past-due instalments of the purchase-money, and sells, under an execution issued on the judgment, all the vendee's right, title and interest,

**VENDORS LIEN Continued.**

- he can not, for instalments falling due after the execution, assert a vendor's lien and have the land again subjected to sale to pay the latter instalments. Dickason v. Eby, S. C. Mo., 346.

**VENUE.**

- Of larceny committed in moving car, ab. S. C. Wis., 551.

**VERDICT.**

- See Criminal Law.

**WATERCOURSE.**

- Subterranean stream may be diverted without liability to the person whose land it might reach in its natural course, ab. S. C. Ga., 18.

**WILL.**

- A devise upon the condition of the payment of legacies is a devise upon a condition precedent and does not take effect unless the condition is complied with, ab. S. C. Ill., 257.
- Affirmative evidence of testamentary incapacity is necessary to avoid a will, where the testator is weak in mind. Cuthbertson's Appeal, S. C. Pa., 352.
- Construction; bequeaths for the support of relatives, ab. S. C. Mo., 44.
- Construction as to whether a provision was a legacy or a charge upon property, ab. S. J. C. Mass., 139.
- Construction of an executory devise. Van Pretres v. Cole, S. C. Mo., 524.
- Construction of, as to whether giving a life estate or fee. Green v. Hewitt, S. C. Ill., 58.
- Construction of; words creating a life tenancy, ab. S. J. C. Mass., 357.
- Construction of words creating a precatory trust. Bohon v. Barret, Ky. Ct. App., 543.
- "Contract to Leave by Will." *Solicitor's Journal*, 98.
- Interpretation of term, "survivor," ab. Ky. Ct. App., 211.
- Power of executor to mortgage land, ab. S. J. C. Mass., 189.
- What facts will show undue influence. Stokes v. Miller, S. C. Pa., 445.
- Where a will requires payment of testator's debts, and authorizes his widow, the executrix, to raise his children as she thinks best, no personal charge or trust is imposed which raises an implied power in her to sell and convey real estate, nor that creates a fee. Foote v. Sanders, with note, S. C. Mo., 300.

See Partnership.

**WITNESSES.**

- Compensation of Experts. C. T., 193.

**WOODS.**

- Mr. Justice, induction into office, Note, 48.

**WRIT OF ERROR.**

- Should contain what, ab. S. C. Kan., 21.
- Practice where, through inadvertence, no fee bond is given, ab. U. S. S. C., 188.
- To United States Supreme Court, how issued, and by whom, ab. U. S. S. C., 452.